To hold the opposite view is to leave the door open for fraud on the mortgagee.

This point has not been passed upon in Virginia. This is probably due to the fact that claims of this character are usually small, and for this reason do not come within the appellate jurisdiction of the Supreme Court of Appeals.

See L. R. A. 1915D, 1149, for a comprehensive note on the subject.

CONSTITUTIONAL LAW—SERVICE LETTER LAW HELD VALID.—After being an employee of defendant insurance corporation for more than ten years, plaintiff resigned his employment, and demanded of defendant's superintendent a letter setting forth the nature and character of the services rendered by him to the corporation, the duration thereof, and the reason for the termination of the employment. The defendant, acting through its superintendent, refused to give plaintiff such a letter, and plaintiff then sued defendant for damages he claimed to have suffered in not securing other employment because he did not have the letter he had requested. He based his action on a Missouri statute which requires a corporation to issue to an employee who is discharged or leaves its service after more than ninety days' service with it, a letter stating the character of service rendered by the employee, the duration thereof, and the true cause for its termination. Defendant claimed the statute was invalid as taking away its freedom of contract without due process of law, and, therefore, violative of the Fourteenth Amendment to the Constitution of the United States. *Held,* statute constitutional and plaintiff allowed to recover. *Prudential Ins. Co. of America* v. *Cheek* (1922), 42 Sup. Ct. 516.

EQUITY—REFORMATION OF AN INSTRUMENT BECAUSE OF MUTUAL MISTAKE OF LAW.—A board of supervisors executed a lease to a party on a tract of land which was valuable only for the timber growing thereon, and the said lease was executed, and received, with the mutual understanding that the lessee would have the right to cut said timber, but this fact was not mentioned in the lease. The lessee forfeited his lease and the defendants became the assignees of the lease. Later another lease was executed to the defendants which had a recital in it that said lease did not confer any greater rights to said timber than the original orders and conveyances herein above referred to. After some of the timber was cut, it was discovered that the board of supervisors did not grant the right to cut timber in either their original lease or new lease, and this suit was brought for conversion of the timber. The defendant contended that the court of equity should reform the instrument in accordance with the agreement of the original parties, thereby giving him the right to cut timber. *Held,* the defendant is liable for conversion. *Ingram Day Lumber Co.* v. *Robertson, etc.* (Miss. 1922), 92 So. 289.

While it is true that mistakes in matters of law cannot be made ground for relief in equity, this rule is not universal. On the contrary, if one, through mistake or misapprehension of law, parts with or gives up a private right of property upon grounds on which he would not have acted but for such misapprehension, a court of equity may grant relief. *Baker* v. *Massey* (1879), 50 Iowa 399; *Bottorff* v. *Lewis* (1903), 121 Iowa 27, 95